



11-02-2001



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10-29-2001  
U.S. Patent & TMOfo/TM Mail Rcpt Dt. #74

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Hanover Brands, Inc. *10/29/01*

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State      Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: HSN Improvements, LLC  
Internal  
Address: \_\_\_\_\_  
Street Address: 1 HSN Drive  
St. Petersburg  
City: \_\_\_\_\_ State: FL Zip: 33729

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: June 29, 2001

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
See attached Schedule A

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
See attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Marie A. Lavalleye  
Internal Address: \_\_\_\_\_  
Street Address: 1201 Pennsylvania Avenue, N.W.  
City: Washington State: DC Zip: 20004-2401

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$215.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 03-3412  
Covington & Burling  
(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Marie A. Lavalleye  
Name of Person Signing

*M. Lavalleye*  
Signature

10-29-01  
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

11/01/2001 LHMUELLER 00000016 033412 2314489

01 FC:481      40.00 CH  
02 FC:482      175.00 CH

**TRADEMARK**  
**REEL: 002393 FRAME: 0178**

Schedule A



**UNITED STATES TRADEMARKS**

10-29-2001

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #74

**1. DOMESTIC REGISTRATIONS**

<b>MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
A PLACE FOR EVERYTHING... AND EVERYTHING IN ITS PLACE!	2,314,489	February 1, 2000
GRO-MATO	2,037,588	February 11, 1997
HOME, SAFE HOME	1,810,230	December 7, 1993
HOT SCOOP	2,328,246	March 14, 2000
LIFE'S EASIER, NOW THAT CLEANING'S EASIER!	2,311,786	January 25, 2000
THERMATILES	2,110,467	November 4, 1997
THE SAFETY ZONE	1,801,200	October 26, 1993

**2. DOMESTIC TRADEMARK APPLICATIONS**

<b>MARK</b>	<b>APP. NO.</b>	<b>APP. DATE</b>
HOME FOCUS	76/201,839	January 30, 2001

**FOREIGN TRADEMARKS**

**1. FOREIGN REGISTRATIONS**

<b>MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>COUNTRY</b>
THE SAFETY ZONE & Device	644723	4/11/94	AUSTRALIA
THE SAFETY ZONE & Device	243393	10/7/97	NEW ZEALAND



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**ASSIGNMENT OF MARKS**

WHEREAS, HANOVER BRANDS, INC., a Delaware corporation (the "Assignor"), has adopted, used, and is using the marks identified in Schedule A attached hereto (the "Marks"), of which Assignor is the sole owner; and

WHEREAS, HSN IMPROVEMENTS, LLC, a Delaware Limited Liability Company located and doing business at 1 HSN Drive, St. Petersburg, Florida 33729 ("Assignee"), is desirous of acquiring said Marks;

WHEREAS, Assignee, Hanover Direct, Inc., LWI Holdings, Inc., HSN LP, and HSN Catalog Services, Inc. have made and entered into an Asset Purchase Agreement (the "Purchase Agreement"), dated as of June 13, 2001, pursuant to which the Seller Parties (as defined in the Purchase Agreement) have agreed to sell to the Purchaser Parties (as defined in the Purchase Agreement) the assets of the Business (as defined in the Purchase Agreement), the Marks and the goodwill associated therewith being among those assets;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title, and interest in and to the said Marks, together with the goodwill of the business symbolized by the said Marks.

Assignor agrees to cooperate with Assignee and to execute and deliver all papers, instruments, and assignments as may be necessary to vest all right, title, and interest in and to the Marks in Assignee.

Dated as of June 29, 2001

HANOVER BRANDS, INC.

By: [Signature]  
Name: Brian C. Horns  
Title: VP

SWORN TO AND SUBSCRIBED before me this 29th day of June, 2001.

[Signature]  
Notary Public

My commission expires \_\_\_\_\_  
**SARAH HEWITT**  
**Notary Public, State of New York**  
**No. 31-4780180**  
**Qualified in New York County**  
**Commission Expires September 4, 2001**